LandTasmania

Directions issued by the Recorder of Titles

pursuant to s160A of the *Land Titles Act 1980*

specifying requirements and procedures regarding preparation and lodgment of documents for paper-based conveyancing

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Department of
Natural Resources and Environment Tasmania

Tasmanian Government

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1. Preliminary

These Directions are issued by the Recorder of Titles pursuant to section 160A(2) of the *Land Titles Act 1980*.

These Directions apply to all Registry Instruments and other Documents dated on or after the Effective Date of these Directions and lodged **in paper form*** with the Recorder of Titles in accordance with the *Land Titles Act 1980* on or after the Effective Date, other than those excluded from time to time by the Recorder of Titles.

These Directions take effect on 13 April 2026 (the Effective Date) and are in effect indefinitely until these Directions are revoked or amended or replaced.

*[The Tasmanian Participation Rules made pursuant to section 4 of the ECNL as in force from time to time, apply to all Registry Instruments and other Documents lodged **in electronic form** with the Recorder of Titles in accordance with the *Land Titles Act 1980*.]

2. Definitions and interpretation

2.1. Definitions

2.1.1. A term used in these Directions and also in the ECNL has the same meaning in these Directions as it has in that legislation (unless the term is otherwise defined in these Directions).

2.1.2. In these Directions capitalised terms have the meanings set out below:

ABN means an Australian Business Number and has the meaning given to it in the *A New Tax System (Australian Business Number) Act 1999* (Cth).

ADI (authorised deposit-taking institution) has the meaning given to it in the *Banking Act 1959* (Cth).

Approved Insurer means:

(a) a general insurer within the meaning of the Insurance Act; or

(b) a Lloyd's underwriter within the meaning of the Insurance Act and to which section 93 of the Insurance Act continues to have effect; or

(c) a person to whom a determination is in force under section 7(1) of the Insurance Act that sections 9(1) or 10(1) or 10(2) of the Insurance Act do not apply.

Australian Credit Licence has the meaning given to it in the NCCP Act.

Australian Legal Practitioner has the meaning given to it in the *Legal Profession Act 2007.*

Business Day has the meaning given to it in the ECNL.

Caveat has the meaning given to it under the ECNL..

Certification Rules means the rules set out in Schedule 6 of these Directions, as amended from time to time.

Certifier means the Subscriber providing the certifications set out in the Certification Rules.

Client means a Person who has, or Persons who have, appointed a Subscriber as their Representative pursuant to a Client Authorisation, and caveators and applicants in a Priority Notice, and withdrawal of Priority Notice who have appointed a Subscriber as their Representative but have not provided a Client Authorisation.

Client Agent means a Person authorised to act as the Client's agent but does not include the Subscriber acting solely as the Client's Representative.

Client Authorisation as amended from time to time, means a document

(a) that is in the form required by these Directions; and

(b) by which a party to a conveyancing transaction authorises a Subscriber to do one or more things on that person's behalf in connection with the transaction so that the transaction, or part of the transaction, can be completed.

Commonwealth has the meaning given to it in the ECNL.

Compliance Examination means an investigation conducted under clause 7 of these Directions.

Compliance Examination Procedure means the obligations and procedures set out in Schedule 4 of these Directions, as amended from time to time.

Contact Details means a Subscriber's:

(a) physical address, registered office or principal place of business (as applicable); and

(b) postal address, phone number(s), fax number and email address.

Conveyancing Transaction means a transaction that involves one or more parties and the purpose of which is –

(a) to create, transfer, dispose of, mortgage, charge, lease or deal with in any other way an estate or interest in land; or

(b) to get something registered, noted or recorded in the Titles Register; or

(c) to get the registration, note or record of something in the Titles Register changed, withdrawn, or removed.

Corporations Act means the *Corporations Act 2001* (Cth).

Credit Representative has the meaning given to it in the NCCP Act.

Credit Service has the meaning given to it in the NCCP Act and extends to a service with respect to credit secured or to be secured by real property whether or not it is regulated by that Act.

Crown means the government, a minister of the Crown, a statutory corporation representing the Crown or another entity representing the Crown.

Document means any record of information however recorded and includes -

(a) anything on which there is writing; or

(b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or

(c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or

(d) a map, plan, drawing or photograph; or

(e) any record of information that exists in a digital form and is capable of being reproduced, transmitted, stored and duplicated by electronic means.

Duty Authority means the State Revenue Office of Tasmania.

ECNL means the *Electronic Conveyancing National Law (Tasmania)* as amended from time to time.

ELN means Electronic Lodgment Network.

ELN Administrator means the Person appointed by the ELNO from time to time to perform administrative functions within the ELN.

ELNO means Electronic Lodgment Network Operator.

Hardship Notice has the meaning given to it in section 72(1) of the National Credit Code.

Identifier Declaration means the declaration set out in Verification of Identity Standard paragraph 4.

Identity Agent means a Person appointed in writing by either a Subscriber, or a mortgagee represented by a Subscriber, to act as the agent of the Subscriber or mortgagee, and who:

(a) the Subscriber or mortgagee reasonably believes is reputable, competent and insured in compliance with Insurance Rule 2 of the Participation Rules; and

(b) is authorised by the Subscriber or mortgagee to conduct verification of identity on behalf of the Subscriber or mortgagee in accordance with the Verification of Identity Standard.

Identity Agent Certification means a certification in substantial compliance with the certification set out in Schedule 6 of these Directions, as amended from time to time.

Identity Declarant means a Person providing an Identifier Declaration.

Identity Verifier means the Person conducting a verification of identity in accordance with the Verification of Identity Standard.

Individual means a natural person.

Insolvency Event means, in relation to a Person, any of the following events:

(a) the Person is, or states that they are, unable to pay all the Person's debts, as and when they become due and payable, excluding a Hardship Notice; or

(b) the entrance into an arrangement, composition or compromise with, or assignment for the benefit of, all or any class of the Person's creditors or members or a moratorium involving any of them, excluding any changes made to a credit contract as a result of a Hardship Notice or a temporary arrangement to postpone a debt; or

(c) the appointment of a receiver, receiver and manager, controller, administrator, provisional liquidator or liquidator or the taking of any action to make such an appointment; or

(d) an order is made for the winding up or dissolution of the Person or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution; or

(e) something having a substantially similar effect to (a) to (d) happens in connection with the Person under the law of any Jurisdiction.

Insurance Act means the *Insurance Act 1973* (Cth).

Insurance Rules means the rules set out in Schedule 6 of the Participation Rules, as amended from time to time.

Jeopardised means put at risk the integrity of the Titles Register by fraud or other means.

Jurisdiction has the meaning given to it in the ECNL.

Land Registry means the agency in Tasmania responsible for maintaining the Titles Register and, where the responsibility has been delegated, it includes the delegate.

Law Practice is as defined in the *Legal Profession Act 2007*.

Licensed Conveyancer means a Person licensed or registered under the *Conveyancing Act 2004* (Tasmania).

Local Government Officeholder means an employee or Officer of a Local Government Organisation.

Local Government Organisation means a local government council (however described) established under any Commonwealth, State or Territory law.

Lodge has the meaning given to it in the ECNL.

Lodgment Fees means fees due to the Land Registry for a Registry Instrument or other Document Lodged with the Land Registry.

Mortgage Broker means an Individual who is:

(a) the holder of an Australian Credit Licence; or

(b) an employee or director of the holder of an Australian Credit Licence or of a related body corporate of a holder of an Australian Credit Licence engaging in the Credit Service on behalf of that licensee; or

(c) a Credit Representative of the holder of an Australian Credit Licence, who provides a Credit Service which relates to credit secured or to be secured by real property owned or to be owned by the person to whom the Credit Service is provided.

NCCP Act means the *National Consumer Credit Protection Act 2009* (Cth).

National Credit Code has the meaning given to it in section 3 of the NCCP Act.

Officer means an Officer of a corporation as defined in the Corporations Act or an Officer of an entity as defined in the Corporations Act or a Person who makes, or participates in making, decisions that affect the whole, or a substantial part, of a government entity of the Commonwealth, a State or Territory, a Local Government Organisation or a Statutory Body.

Participation Rules, as amended from time to time, has the meaning given to it in the ECNL.

Party means each Person who is a party to a Registry Instrument or other Document in a Conveyancing Transaction but does not include a Representative.

Person includes an individual or a body politic or corporate.

Person Being Identified means the Person whose identity is being verified.

Personal Information has the meaning given to it in the *Privacy Act 1988 (Cth)*.

Prescribed Requirement means these Directions made under section 160A of the *Land Titles Act 1980* and any Published requirement of the Registrar that Subscribers are required to comply with.

Priority Notice has the meaning given to it in the *Land Titles Act 1980*.

Public Servant means an employee or Officer of the Commonwealth, a State or a Territory.

Publish means 'published' as defined in section 160A(1) of the *Land Titles Act 1980*.

Recorder of Titles means the Recorder as defined in the *Land Titles Act 1980*.

Registrar means the Recorder of Titles as defined in the *Land Titles Act 1980*.

Registry Instrument means any dealing or instrument as defined in the *Land Titles Act 1980*.

Representative means a Subscriber who acts on behalf of a Client.

Represented party means a Client.

Self-represented party means a Subscriber representing themselves for the purposes of a Conveyancing Transaction.

Signer means:

(a) an Australian Legal Practitioner who is a principal, Officer, employee, agent or contractor of the Subscriber, and is authorised by, such Subscriber to sign Registry Instruments and other Documents, on behalf of such Subscriber; or

(b) a Licensed Conveyancer who is a principal, Officer, employee, agent or contractor of the Subscriber, and is authorised by, such Subscriber to sign Registry Instruments and other Documents, on behalf of such Subscriber; or

(c) a principal, Officer or employee of the Subscriber where the Subscriber is an ADI and such principal, Officer or employee is authorised by such Subscriber to sign Registry Instruments and other Documents, on behalf of such Subscriber; or

(d) for the purposes of a Mortgage, Discharge of Mortgage, or Partial Discharge of Mortgage **only**, an attorney of the Subscriber duly appointed pursuant to the *Powers of Attorney Act 2000 (TAS)* as amended from time to time, **provided that** such:

i. Subscriber is an ADI;
ii. attorney is authorised by the Subscriber to sign such documents on behalf of the Subscriber; and
iii. attorney declares in the attestation clause of any such document that such attorney has not received notice of revocation of the power contained in the relevant power of attorney.

(e) any Person required by statute to sign the Registry Instrument or other Document; or

(f) an Officer or employee of the Crown with the appropriate authority to sign the Registry Instrument or other Document.

State has the meaning given to it in the ECNL.

Statutory Body means a statutory authority, body or corporation including a State or Territory owned corporation (however described) established under any Commonwealth, State or Territory law.

Statutory Body Officeholder means an employee or Officer of a Statutory Body.

Subscriber means an ADI, an Australian Legal Practitioner, a Law Practice, a Licensed Conveyancer or any Person, partnership or body corporate who otherwise meets the eligibility criteria in Schedule 5 of these Directions.

Territory has the meaning given to it in the ECNL.

Titles Register means the register of title to land referred to in section 33 of the *Land Titles Act 1980.*

Verification of Identity Standard means the standard set out in Schedule 1 of these Directions, as amended from time to time.

2.2. Interpretation

In these Directions, unless a contrary intention is evident:

2.2.1. A reference to these Directions is a reference to these Directions as amended, varied or substituted from time to time.

2.2.2. A reference to any legislation or to any provision of any legislation includes:

(a) all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and

(b) any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

2.2.3. A word importing:

(a) the singular includes the plural; and

(b) the plural includes the singular; and

(c) a gender includes every other gender.

2.2.4. A reference to a party includes that party's administrators, successors and permitted assigns.

2.2.5. If any act pursuant to these Directions would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day, and when an action is required by a party within a specified period of Business Days, the period will be deemed to commence on the Business Day immediately following the day on which the obligation is incurred.

2.2.6. Where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning.

2.2.7. A reference to two or more Persons is a reference to those Persons jointly and severally.

2.2.8. A reference to a rule or schedule is a reference to a rule of, or a schedule to, these Directions.

2.2.9. A reference to a Direction includes a reference to all of its provisions.

2.2.10. A reference to dollars is to Australian dollars.

2.2.11. Where general words are associated with specific words which define a class, the general words are not limited by reference to that class.

2.2.12. The Directions headings are for convenience only and they do not form part of these Directions.

2.2.13. The word "or" is not exclusive.

2.2.14. Where there is any inconsistency between the description of a Subscriber's obligations in a Direction and in a schedule to these Directions, the Direction will prevail to the extent of the inconsistency.

3. Client Authorisation

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a)…

(b) agent or client authorisations, including –

(i) the form of an agent or client authorisation; and

(ii) the classes of documents to which an agent or client authorisation applies; and

(iii) any supporting evidence or retention requirements;

3.1. If the Subscriber is a Representative, the Subscriber must:

(a) for any Client Authorisation it enters into, use a form in substantial compliance with the form set out in Schedule 3 of these Directions as at the date of signing the form; and

(b) except for Caveats, Priority Notices, and withdrawals of Priority Notices, for which a Client Authorisation is optional, enter into a Client Authorisation with its Client and must do so before the signing of any Registry Instrument or other Document (whether the signing is by the Subscriber as Representative or by its Client or otherwise); and

(c) comply with the Client Authorisation and act in accordance with its terms; and

(d) take reasonable steps to verify the authority of each Person entering into a Client Authorisation on behalf of a Client to both bind the Client to the Client Authorisation and to the Conveyancing Transaction(s) the subject of the Client Authorisation; and

(e) take reasonable steps to ensure that any Client Authorisation is signed by the Subscriber's Client or their Client Agent; and

(f) for Caveats, Priority Notices, and withdrawals of Priority Notices, for which a Client Authorisation is not obtained, take reasonable steps to verify the authority of each Person providing instructions on behalf of a Client to bind the Client to the Caveat, Priority Notice, or withdrawal of Priority Notice.

4. Verification of Right to Deal

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a) verification of identity and authority, including –

(i) the standards to which identity and authority are to be verified; and

(ii) the classes of persons in respect of whom identity and authority are to be verified; and

(iii) the classes of documents in relation to which verification of identity and authority requirements apply; and

(iv) the classes of persons who may undertake verification of identity and authority; and

(v) any supporting evidence or retention requirements;

4.1. Where the Subscriber is a Representative, for each Conveyancing Transaction the Subscriber must take reasonable steps to verify that its Client is a legal Person and has the right to enter into the Conveyancing Transaction.

4.2. Where the Subscriber is a mortgagee, or the Subscriber represents a mortgagee, for each mortgage the Subscriber must take reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage - however, the Subscriber need not take reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage if the Subscriber is reasonably satisfied that the mortgagee it represents has taken reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage.

5. Verification of Identity

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a) verification of identity and authority, including –

(i) the standards to which identity and authority are to be verified; and

(ii) the classes of persons in respect of whom identity and authority are to be verified; and

(iii) the classes of documents in relation to which verification of identity and authority requirements apply; and

(iv) the classes of persons who may undertake verification of identity and authority; and

(v) any supporting evidence or retention requirements;

5.1. The Subscriber must take reasonable steps to verify the identity of:

(a) Clients: each Client or each of their Client Agents; and

(b) Mortgagors:

(i) for a mortgage or an amendment or variation of mortgage, each mortgagor or each of their agents, where the Subscriber is the mortgagee; and

(ii) for a mortgage or an amendment or variation of mortgage, each mortgagor or each of their agents, where the Subscriber represents the mortgagee - however, the Subscriber need not take reasonable steps to verify the identity of each mortgagor or their agent if the Subscriber is reasonably satisfied that the mortgagee it represents has taken reasonable steps to verify the identity of each mortgagor or their agent; and

(iii) for a transfer of mortgage, by ensuring the transferee mortgagee has complied with the requirements under the *Land Titles Act 1980*, *Land Titles Regulations 2022*, and any Prescribed Requirements of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated; and

(c) Persons to whom certificates of title are provided:

(i) any Client or Client Agent, prior to the Subscriber providing a (duplicate/paper) certificate of title to that Client or Client Agent; and

(ii) any existing mortgagor, former mortgagor or their agent, prior to the Subscriber providing a (duplicate/paper) certificate of title to that existing mortgagor, former

mortgagor or their agent - however, the Subscriber need not take reasonable steps to verify the identity of each mortgagor, former mortgagor or their agent if the Subscriber is reasonably satisfied that the mortgagee has taken reasonable steps to verify the identity of each mortgagor, former mortgagor or their agent; and

(d) Signers: each of its Signers, prior to the signing of any Registry Instruments or other Documents by the Signer.

5.2. For the purposes of complying with clause 5.1, the Subscriber, or a mortgagee represented by the Subscriber, can either:

(a) apply the Verification of Identity Standard; or

(b) verify the identity of a Person in some other way that constitutes the taking of reasonable steps.

5.3. The Subscriber, or a mortgagee represented by the Subscriber, must undertake further steps to verify the identity of a Person Being Identified and/or any Identity Declarant where:

(a) the Subscriber or mortgagee knows or ought reasonably to know that:

(i) any identity Document produced by the Person Being Identified and/or any Identity Declarant is not genuine; or

(ii) any photograph on an identity Document produced by the Person Being Identified and/or any Identity Declarant is not a reasonable likeness of the Person Being Identified or the Identity Declarant; or

(iii) the Person Being Identified and/or any Identity Declarant does not appear to be the Person to which the identity Document(s) relate; or

(b) it would otherwise be reasonable to do so.

5.4. The Subscriber need not re-verify the identity of:

(a) a Client or Client Agent if the Subscriber is acting on behalf of that Client under a current Client Authorisation and the Subscriber previously complied with clause 5.1(a) prior to the signing of any Registry Instrument or other Document; or

(b) the Person Being Identified if the Subscriber complied with clause 5.1 within the previous two years; and the Subscriber takes reasonable steps to ensure that it is dealing with the Person Being Identified.

5.5. If the Verification of Identity Standard is used:

(a) the Subscriber, or a mortgagee represented by the Subscriber, may use an Identity Agent; and

(b) where an Identity Agent is used, the Subscriber or the mortgagee must direct the Identity Agent to use the Verification of Identity Standard; and

(c) the Identity Verifier must be:

(i) the Subscriber and/or the Subscriber's Identity Agent; or

(ii) where a Subscriber represents a mortgagee, that mortgagee and/or that mortgagee's Identity Agent; and

(d) the Subscriber or the mortgagee must receive from any Identity Agent:

(i) copies of the Documents produced to verify the identity of the Person Being Identified and/or any Identity Declarant signed, dated and endorsed as a true copy of the original by the Identity Agent; and

(ii) an Identity Agent Certification.

5.6. Subject to clause 5.3, compliance with the Verification of Identity Standard by:

(a) the Subscriber and/or its Identity Agent; or

(b) where the Subscriber represents a mortgagee, that mortgagee and/or that mortgagee's Identity Agent,

will be deemed to constitute the taking of reasonable steps for the purposes of clause 5.1.

6. Supporting evidence

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a)…

(b)…

(c)…

(d) the retention of supporting or authenticating documents generally, including the period of retention;

6.1. The Subscriber must retain the evidence supporting a Registry Instrument or other Document for at least seven years from the date of Lodgment of the Registry Instrument or other Document that is registered or recorded including:

(a) any evidence required by the Duty Authority; and

(b) any Client Authorisation and any evidence supporting that Client Authorisation; and

(c) any evidence supporting a Party's right to enter into the Conveyancing Transaction; and

(d) any evidence supporting verification of identity; and

(e) any other evidence demonstrating compliance with Prescribed Requirements.

7. Compliance

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a)…

(b)…

(c)…

(d)…

(e) the obligations of persons to produce to the Recorder any supporting or authenticating documents, including the period for which the Recorder may retain those documents;

7.1. The Registrar may, on the Registrar's own initiative, conduct an investigation (Compliance Examination) using the Compliance Examination Procedure in Schedule 4 of these Directions in relation to a Subscriber or purported Subscriber for the purpose of ascertaining whether or not the Prescribed Requirements are being, or have been, complied with.

7.2. A Subscriber in relation to whom a Compliance Examination is being conducted must cooperate fully with the person conducting the Compliance Examination for the purpose of ensuring that the person is able to conduct a proper Compliance Examination.

7.3. In particular, a Subscriber must comply with any reasonable requirement by such person conducting the Compliance Examination:

(a) to furnish specified information or to produce specified documents for the purposes of the Compliance Examination, or

(b) to take specified action for the purposes of the Compliance Examination.

7.4. If a Subscriber fails, without reasonable excuse, to cooperate as required by this Direction, the Registrar may take any action that the Registrar is authorised to take under the *Land Titles Act 1980* and that the Registrar considers appropriate.

7.5. For the purposes of clause 7.3., it is not a reasonable excuse for a person to fail to give stated information, answer a question or to produce a document that giving the information, answering the question or producing the document might tend to incriminate the person or make the person liable to a penalty.

7.6. A Subscriber in relation to whom a Compliance Examination is being conducted must complete and return to the Recorder of Titles a copy of the record of compliance, in a form approved by the Recorder from time to time. The record of compliance will accompany the

notice to the Subscriber issued pursuant to the Compliance Examination Procedure in Schedule 4 of these Directions.

8. Representation of Parties

160A(2) The Recorder may issue directions specifying the requirements and procedures (whether electronic requirements and procedures or paper requirements and procedures, or both electronic and paper requirements and procedures) to be followed for, or in connection with, the preparation, and the lodgement for registration, of applications, dealings, instruments, and other documents, for the purposes of this Act.

(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

> *(i) the persons authorised under this Act to execute or attest any applications, dealings, instruments, and other documents, (including providing for certification, authentication or other alternatives to execution or attestation);*

8.1. A Party to a Conveyancing Transaction is required to be represented by a Representative for, and in connection with, the preparation and lodgment of Registry Instruments or other Documents.

8.2. Preparation of a Registry Instrument or other Document for the purposes of the *Land Titles Act 1980* must be completed by a Representative or an agent or employee of the Representative.

8.3. Clauses 8.1. and 8.2. do not apply where:

(a) the Party is a Subscriber (i.e., a Self-represented party); or

(b) the Party is a mortgagor and the Registry Instrument is a mortgage.

9. Signing of Registry Instruments and other Documents

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(i) the persons authorised under this Act to execute or attest any applications, dealings, instruments, and other documents, (including providing for certification, authentication or other alternatives to execution or attestation);

9.1. Where:

(a) a Client is a Party to a Registry Instrument or other Document, and

(b) the approved form, or form approved by the Registrar, for that Registry Instrument or other Document provides for the Registry Instrument or other Document to be signed by a Signer on a Representative's behalf,

a Signer on behalf of the Representative must sign the Registry Instrument or other Document on behalf of the Client.

9.2. Where:

(a) a Client is a Party to a Registry Instrument or other Document, and

(b) the approved form, or form approved by the Registrar, for that Registry Instrument or other Document does not provide for the Registry Instrument or other Document to be signed by a Signer on a Representative's behalf,

the Client or the Client's Agent must sign the Registry Instrument or other Document.

9.3. Where:

(a) a Self-represented party is a Party to a Registry Instrument or other Document,

a Signer on behalf of the Self-represented party must sign the Registry Instrument or other Document if the approved form, or form approved by the Registrar provides for the Registry Instrument or other Document to be signed by a Signer. Where the Self-represented party meets the definition of a Signer, the Self-represented party may sign the Registry Instrument or other Document on their own behalf.

10. Witnessing Requirements

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a)…

(b)…

(c)…

(d)…

(e)…

(f)…

(g)…

(h) the classes of applications, dealings, instruments, and other documents, which are not required to be witnessed for the purposes of this Act (including providing for certification, authentication or other alternatives to execution or attestation);

10.1. Where the approved form, or form approved by the Registrar, for a Registry Instrument or other Document provides for the Registry Instrument or other Document to be signed by a Signer on behalf of the Representative, the signing of the Registry Instrument or other Document is not required to be witnessed for the purposes of section 48 of the *Land Titles Act 1980*.

11. Certifications

160A(3) Without limiting subsection (2), the Recorder may issue directions specifying the requirements, and the procedures, to be followed in relation to any one or more of the following:

(a)…

(b)…

(c) the certification of matters relating to applications, dealings, instruments, and other documents, including –

(i) the form of the certification; and

(ii) the classes of persons who may certify those matters; and

(iii) any supporting evidence and retention requirements;

11.1. The Subscriber must provide those certifications set out in the Certification Rules which are set forth on a Registry Instrument or other Document.

11.2. Where a Registry Instrument or other Document does not set forth certifications the Subscriber is deemed on lodgment of the Registry Instrument or other Document to have provided the relevant certifications required by the Registrar.

12. Provision of Contact Details

160A(2) The Recorder may issue directions specifying the requirements and procedures (whether electronic requirements and procedures or paper requirements and procedures, or both electronic and paper requirements and procedures) to be followed for, or in connection with, the preparation, and the lodgement for registration, of applications, dealings, instruments, and other documents, for the purposes of this Act.

12.1. For the purposes of undertaking Compliance Examinations, the Person who is to Lodge the Registry Instrument or other Document with the Land Registry must provide to the Recorder of Titles, within the specified form of a request to register, such of the Contact Details as are required therein, of all Subscribers participating in the relevant Conveyancing Transaction.

12.2. For the purposes of 12.1, each Subscriber participating in the relevant Conveyancing Transaction must provide Contact Details to the Person who is to Lodge the Registry Instrument or other Document with the Land Registry.

Schedule 1 – Verification of Identity Standard

1. Definitions

In this Verification of Identity Standard capitalised terms have the meanings set out below:

ADI (**authorised deposit-taking institution**) has the meaning given to it in the *Banking Act 1959* (Cth).

Adult has the meaning given to it in the ECNL.

Application Law has the meaning given to it in the ECNL.

Australian Legal Practitioner has the meaning given to it in the relevant legislation of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated and in South Australia is a legal practitioner for the purposes of the *Legal Practitioners Act 1981* (SA).

Australian Passport means a passport issued by the Australian Commonwealth government.

Bank Manager means a Person appointed to be in charge of the head office or any branch office of an ADI carrying on business in Australia under the *Banking Act 1959* (Cth).

Category means the categories of identification Documents set out in the table in this Verification of Identity Standard paragraph 3, as amended from time to time.

Commonwealth has the meaning given to it in the ECNL.

Community Leader means, in relation to an Aboriginal or Torres Strait Islander community:

(a) a Person who is recognised by the members of the community to be a community elder; or

(b) if there is an Aboriginal council that represents the community, an elected member of the council; or

(c) a member, or a member of staff, of a Torres Strait Regional Authority established under the Aboriginal and Torres Strait Islander Act 2005 (Cth); or

(d) a member of the board, or a member of staff, of Indigenous Business Australia established under the Aboriginal and Torres Strait Islander Act 2005 (Cth); or

(e) a member of the board, or a member of staff, of an Indigenous Land Corporation established under the Aboriginal and Torres Strait Islander Act 2005 (Cth); or

(f) a member, or a member of staff, of an Aboriginal Land Council established under the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth).

Conveyancing Transaction has the meaning given to it in the ECNL.

Court Officer means a judge, master, magistrate, registrar, clerk or the chief executive officer of any court in Australia.

Doctor means a Person who is registered under any Commonwealth, State or Territory law as a practitioner in the medical profession.

Document has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the Application Law, as amended from time to time.

Identifier Declaration means the declaration set out in Verification of Identity Standard paragraph 4.

Identity Declarant means a Person providing an Identifier Declaration.

Identity Verifier means the Person conducting the verification of identity in accordance with this Verification of Identity Standard.

Individual has the meaning given to it in the ECNL.

Land Council Officeholder means a chairperson or deputy chairperson (however described) of an Australian land council or land and sea council established under any Commonwealth, State or Territory law.

Licensed Conveyancer means a Person licensed or registered under the relevant legislation of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated and in Western Australia is a real estate settlement agent for the purposes of the *Settlement Agents Act 1981* (WA).

Local Government Officeholder means a chief executive officer or deputy chief executive officer (however described) of a Local Government Organisation.

Local Government Organisation means a local government council (however described) established under any Commonwealth, State or Territory law.

Nurse means a Person registered under any Commonwealth, State or Territory law as a practitioner in the nursing and midwifery profession.

Officer means an Officer of a corporation as defined in the Corporations Act or an Officer of an entity as defined in the Corporations Act or a Person who makes, or participates in making, decisions that affect the whole, or a substantial part, of a government entity of the Commonwealth, a State or Territory, a Local Government Organisation or a Statutory Body.

Person has the meaning given to it in the ECNL.

Person Being Identified means the Person whose identity is being verified.

Photo Card is a card issued by the Commonwealth or any State or Territory showing a photograph of the holder and enabling the holder to evidence their age and/or their identity.

Police Officer means a member of a police service of the Commonwealth, State or Territory.

Public Servant means an employee or Officer of the Commonwealth, a State or a Territory.

Record has the meaning given to it in the ECNL.

Relative means a Person's spouse or domestic partner or a child, grandchild, sibling, parent or grandparent of the Person or of the Person's spouse or domestic partner.

State means New South Wales, Queensland, South Australia, Tasmania, Victoria and Western Australia.

Statutory Declaration has the meaning given to it in the ECNL.

Territory means the Australian Capital Territory and the Northern Territory of Australia.

Verification of Identity Standard means this verification of identity standard, as amended from time to time.

2. Face-to-face regime

2.1. The verification of identity must be conducted during a face-to-face in-person interview between the Identity Verifier and the Person Being Identified.

2.2. Where Documents containing photographs are produced by the Person Being Identified, the Identity Verifier must be satisfied that the Person Being Identified is a reasonable likeness (for example the shape of his or her mouth, nose, eyes and the position of his or her cheek bones) to the Person depicted in those photographs.

3. Categories of identification Documents and evidence retention

3.1. At the face-to-face in-person interview described in paragraph 2.1, the Identity Verifier must ensure that the Person Being Identified produces original Documents in one of the Categories in the following table, starting with Category 1.

3.2. The Identity Verifier must be reasonably satisfied that a prior Category cannot be met before using a subsequent Category.

3.3. The Identity Verifier must:

(a) sight the originals of all Documents from Categories 1, 2, 3, 4, 5 or 6 produced by the Person Being Identified; and

(b) retain copies of all Documents produced by the Person Being Identified and any Identity Declarant.

3.4. The Documents produced must be current, except for an expired Australian Passport which has not been cancelled and was current within the preceding two years.

Category	**Minimum Document Requirements**
	For Persons who are Australian citizens or residents
1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus Australian drivers licence or Photo Card plus change of name or marriage certificate if necessary

2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary
3	Australian drivers licence or Photo Card plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary
4	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary (b) Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary
5	(a) Identifier Declaration plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.

	(b) Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary. *Note: Refer to Verification of Identity Standard paragraph 4.*
	For Persons who are not Australian citizens or residents
6	Foreign passport plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary Foreign passport plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.

4. The Identifier Declaration

4.1. Where the requirements of:

(a) Categories 1 to 4 cannot be met, Category 5(a) may be used; and

(b) Category 5(a) cannot be met, Category 5(b) may be used,

including the provision of an Identifier Declaration in accordance with this paragraph.

4.2. The Identity Verifier must ensure that both the Person Being Identified and the Identity Declarant attend the same face-to-face in-person interview described in paragraph 2.1.

4.3. The Identity Verifier must verify the identity of the Identity Declarant in accordance with this Verification of Identity Standard except that the Identity Verifier cannot utilise Category 5.

4.4. The Identity Verifier must undertake reasonable enquiries to satisfy themselves that the Identity Declarant is:

(a) an Adult; and

(b) an Individual who has known the Person Being Identified for more than one year; and

(c) not a Relative of the Person Being Identified; and

(d) not a party to the Conveyancing Transaction(s) the Person Being Identified has entered into or is entering into; and

(e) where Category 5(b) is used, an Australian Legal Practitioner, a Bank Manager, Community Leader, Court Officer, Doctor, Land Council Officeholder, Licensed Conveyancer, Local Government Officeholder, Nurse, Police Officer or Public Servant.

4.5. The Identity Verifier must ensure that the Identity Declarant provides a Statutory Declaration detailing the following:

(a) the Identity Declarant's name and address; and

(b) the Identity Declarant's occupation; and

(c) the Identity Declarant's date of birth; and

(d) the nature of the Identity Declarant's relationship with the Person Being Identified; and

(e) that the Identity Declarant is not a Relative of the Person Being Identified; and

(f) that the Identity Declarant is not a party to the Conveyancing Transaction(s) the Person Being Identified has entered into or is entering into; and

(g) the length of time that the Identity Declarant has known the Person Being Identified; and

(h) that to the Identity Declarant's knowledge, information and belief the Person Being Identified is who they purport to be; and

(i) where Category 5(b) is used, that the Identity Declarant is an Australian Legal Practitioner, a Bank Manager, Community Leader, Court Officer, Doctor, Land Council Officeholder, Licensed Conveyancer, Local Government Officeholder, Nurse, Police Officer or Public Servant.

5. Body corporate

The Identity Verifier must:

(a) confirm the existence and identity of the body corporate by conducting a search of the Records of the Australian Securities and Investments Commission or other regulatory body with whom the body corporate is required to be registered; and

(b) take reasonable steps to establish who is authorised to sign or witness the affixing of the seal on behalf of the body corporate; and

(c) verify the identity of the Individual or Individuals signing or witnessing the affixing of the seal on behalf of the body corporate in accordance with the Verification of Identity Standard.

[Note: *body corporate* includes an incorporated association.]

6. Individual as attorney

The Identity Verifier must:

(a) confirm from the [registered] power of attorney the details of the attorney and the donor; and

(b) take reasonable steps to establish that the Conveyancing Transaction(s) is authorised by the power of attorney; and

(c) verify the identity of the attorney in accordance with the Verification of Identity Standard.

7. Body corporate as attorney

The Identity Verifier must:

(a) confirm from the [registered] power of attorney the details of the attorney and the donor; and

(b) take reasonable steps to establish that the Conveyancing Transaction(s) is authorised by the power of attorney; and

(c) comply with Verification of Identity Standard paragraph 5.

[Note: *body corporate* includes an incorporated association.]

8. Further checks

The Identity Verifier must undertake further steps to verify the identity of the Person Being Identified and/or the Identity Declarant where:

(a) the Identity Verifier knows or ought reasonably to know that:

(i) any identity Document produced by the Person Being Identified and/or the Identity Declarant is not genuine; or

(ii) any photograph on an identity Document produced by the Person Being Identified and/or the Identity Declarant is not a reasonable likeness of the Person Being Identified or the Identity Declarant; or

(iii) the Person Being Identified and/or the Identity Declarant does not appear to be the Person to which the identity Document(s) relate; or

(b) it would otherwise be reasonable to do so.

Schedule 2 – Identity Agent Certification

"I, [full name of the Person undertaking the verification of identity], of [full name of Identity Agent] of [address of the Identity Agent] being a [occupation of the Identity Agent] and having been appointed in writing and directed to use the Verification of Identity Standard by [Subscriber name] hereby certify that:

(a) the identification relates to [full name of the Person Being Identified or the Identity Declarant]; and
(b) the identification was carried out on [date]; and
(c) the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
(d) the verification of identity was conducted in accordance with the Verification of Identity Standard; and
(e) I witnessed [full name of the Person Being Identified] execute the completed Client Authorisation or grant the mortgage].*"

…….. ……

Date: Signature of Identity Agent

List of identification Documents produced (see (c) above):

Description of identity Documents produced and endorsed
e.g. Australian Passport

* Delete where Identity Agent not requested to witness or is not legally entitled to witness the document.

Schedule 3 – Client Authorisation

CLIENT AUTHORISATION (Tasmania Only)

Version T7

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: _____

CLIENT DETAILS

	CLIENT 1	CLIENT 2
NAME		
ACN/ARBN		
ADDRESS		

TRANSACTION DETAILS

AUTHORITY TYPE

☐ SPECIFIC AUTHORITY (set out conveyancing transaction details below)

☐ STANDING AUTHORITY ends on revocation or expiration date:___/____/___ (tick relevant conveyancing transaction(s) below)

☐ BATCH AUTHORITY (attach details of conveyancing transaction(s))

	CONVEYANCING TRANSACTION(S) 1	CONVEYANCING TRANSACTION(S) 2
PROPERTY ADDRESS		
LAND TITLE REFERENCE(S) (and/or property description)		
CONVEYANCING TRANSACTION(S)	☐ TRANSFER ☐ MORTGAGE ☐ CAVEAT ☐ PRIORITY/ NOTICE ☐ DISCHARGE/ RELEASE OF MORTGAGE ☐ WITHDRAWAL OF CAVEAT ☐ OTHER (set out below or attach details)	☐ TRANSFER ☐ MORTGAGE ☐ CAVEAT ☐ PRIORITY NOTICE ☐ DISCHARGE/ RELEASE OF MORTGAGE ☐ WITHDRAWAL OF CAVEAT ☐ OTHER (set out below or attach details)

ADDITIONAL INSTRUCTIONS

CLIENT AUTHORISATION AND SIGNING

CLIENT 1 / CLIENT AGENT 1	**CLIENT 2 / CLIENT AGENT 2**

I CERTIFY that:

(a) I am the Client or Client Agent; and

(b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and

(c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client.

I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent to act on behalf of the Client, in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

(a) sign documents on my behalf as required for the Conveyancing Transaction(s); and

(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and

(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and

(d) do anything else necessary to complete the Conveyancing Transaction(s).

DATE / / **SIGN HERE**	DATE / / **SIGN HERE**
CLIENT/CLIENT AGENT NAME	CLIENT/CLIENT AGENT NAME
CAPACITY	CAPACITY
If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)	**If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or INDENTITY AGENT (if not a Representative Agent)**
NAME **DATE**	**NAME** **DATE**

REPRESENTATIVE DETAILS AND SIGNING

	REPRESENTATIVE	**REPRESENTATIVE AGENT (if applicable)**
NAME		
ACN/ARBN		
ADDRESS		

I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.

SIGNATURE OF REPRESENTATIVE **OR** REPRESENTATIVE AGENT IF APPLICABLE:

DATE / / **SIGN HERE**	DATE / / **SIGN HERE**
SIGNATORY NAME:	SIGNATORY NAME:
CAPACITY:	CAPACITY:

Terms of this Client Authorisation

1. What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

(a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and

(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and

(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and

(d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

2. Mortgagees

Where:

(a) the Representative represents the Client in the Client's capacity as mortgagee; and

(b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

3. Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

4. Privacy and Client information

4.1. The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

(a) the Duty Authority;

(b) ELNOs;

(c) the Land Registry;

(d) the Registrar;

(e) the Representative;

(f) Subscribers; and

(g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s) for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2. The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3. For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (f).

5. Applicable law

This Client Authorisation is governed by the law in force in the Jurisdiction in which the property is situated. The Client and the Representative submit to the non-exclusive Jurisdiction of the courts of that place.

6. Meaning of words used in this Client Authorisation

In this Client Authorisation, capitalised terms have the meaning set out below:

Australian Consular Office Witness means a person listed in section 3 of the Consular Fees Act 1955 (Cth).

Batch Authority means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

Capacity means the role of the signatory (for example an attorney or a director of a company).

Client means the person or persons named in this Client Authorisation.

Client Agent means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

Compliance Examination in respect of:

(a) Paper-based conveyancing – means an investigation conducted under clause 7 of the Directions issued by the Recorder of Titles; and

(b) Electronic conveyancing – has the meaning given to it in the ECNL.

Conveyancing Transaction has the meaning given to it in the ECNL.

Duty Authority means the State Revenue Office of the Jurisdiction in which the property is situated.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

ELNO means Electronic Lodgment Network Operator.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, and who:

(a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and

(b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

Jurisdiction means an Australian State or Territory.

Land Registry means the agency of a State or Territory responsible for maintaining the Jurisdiction's titles register and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

Personal Information has the meaning given to it in the Privacy Act 1988 (Cth).

Prescribed Requirement means any published requirement of the Registrar that Representatives are required to comply with.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

Representative is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

Representative Agent means a person appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

Specific Authority means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

Standing Authority means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

Subscriber in respect of:

(a) Paper-based conveyancing – means an authorised deposit-taking institution, an Australian legal practitioner, a law practice, a licensed conveyancer, or any person, partnership or body corporate who otherwise meets the eligibility criteria in Schedule 5 of the Directions issued by the Recorder of Titles; and

(b) Electronic conveyancing – has the meaning given to it in the ECNL.

Schedule 4 – Compliance Examination Procedure

1. Power to request information and Documents

1.1. The Registrar or the Registrar's delegate must provide notice to the Subscriber.

1.2. The notice must state:

(a) the time within which the specified information must be furnished and/or the specified Document(s) must be produced (which must be not less than 10 Business Days after the giving of the notice); and

(b) how information is to be furnished and/or the Document is to be produced.

1.3. A notice under paragraph 1.2 may be given in writing or by any electronic means that the Registrar or the Registrar's delegate considers appropriate.

1.4. The Subscriber to whom a notice is given under paragraph 1.2 must comply with the requirements set out in the notice within the period specified in the notice.

2. Inspection and retention of Documents

2.1. If an original Document is produced in accordance with a notice given under paragraph 1.2, the Registrar or the Registrar's delegate may do one or more of the following:

(a) inspect the Document; or

(b) make a copy of, or take an extract from, the Document; or

(c) retain the Document for as long as is reasonably necessary for the purposes of the Compliance Examination to which the Document is relevant.

2.2. If requested by the Subscriber, as soon as practicable after the Registrar or the Registrar's delegate retains a Document under paragraph 2.1, the Registrar or the Registrar's delegate must give a receipt for it to the Person who produced it. The receipt must identify in general terms the Document retained.

3. Return of retained Documents

3.1. The Registrar or the Registrar's delegate must as soon as reasonably practicable return an original Document retained under paragraph 2.1 to the Subscriber, if the Registrar or the Registrar's delegate is satisfied that its continued retention is no longer necessary.

3.2. The Registrar or the Registrar's delegate is not bound to return any Document where the Document has been provided to any police authority or anyone else entitled to the Document pursuant to any law or court order.

4. Access to retained Documents

4.1. Until an original Document retained under paragraph 2.1 is returned to its owner, the Registrar or the Registrar's delegate must allow a Person otherwise entitled to possession of the Document to inspect, make a copy of, or take an extract from, the Document at a reasonable time and place decided by the Registrar or the Registrar's delegate.

4.2. Paragraph 4.1 does not apply if it is impracticable or it would be reasonable not to allow the Document to be inspected or copied or an extract from the Document to be taken.

Schedule 5 – Eligibility Criteria

1. ABN

The Subscriber must have an ABN.

2. Status

2.1. The Subscriber must be a Person or a partnership.

2.2. If the Subscriber is a body corporate, the Subscriber must:

(a) be incorporated, formed or constituted under the Corporations Act or under any other legislation; and

(b) ensure that the constituting Documents of the Subscriber empower the Subscriber to assume the obligations set out in these Directions and to do all things that it can reasonably contemplate will be required by these Directions.

3. Character

3.1. The Subscriber must be of good character and reputation and, without limitation, must:

(a) not be and have not been subject to any of the matters listed below:

(i) an Insolvency Event within the last five years; or

(ii) a conviction for fraud or an indictable offence which may impact on the conduct of a Conveyancing Transaction or a conviction for any offence for dishonesty against any law in connection with business, professional or commercial activities; or

(iii) disqualification from managing a body corporate under the Corporations Act; or

(iv) any determination of a disciplinary action of any government or governmental authority or agency, or any regulatory authority of a financial market or a profession, which may impact on the conduct of a Conveyancing Transaction; or

(v) any refusal of an application to subscribe to an electronic Lodgment service; or

(vi) any current suspension under Participation Rule 9.2 for Suspension Events (a)(i) to (v) in any Jurisdiction; or

(vii) any termination under Participation Rule 9.3 for Termination Events (a)(i) to (v) and (b) in any Jurisdiction; and

(b) take reasonable steps to ensure that the Subscriber's principals and Officers are not and have not been subject to any of the matters listed below:

(i) an Insolvency Event within the last five years; or

(ii) a conviction for fraud or an indictable offence which may impact on the conduct of a Conveyancing Transaction or a conviction for any offence for dishonesty against any law in connection with business, professional or commercial activities; or

(iii) disqualification from managing a body corporate under the Corporations Act; or

(iv) any determination of a disciplinary action of any government or governmental authority or agency, or any regulatory authority of a financial market or a profession, which may impact on the conduct of a Conveyancing Transaction; and

(c) take reasonable steps to ensure that the Subscriber's principals and Officers are not and have not been a principal or Officer or Subscriber Administrator of a Subscriber that is or has been subject to any of the matters listed below:

(i) any refusal of an application to subscribe to an electronic Lodgment service, unless that principal, Officer or Subscriber Administrator did not materially contribute to the refusal of the application; or

(ii) any current suspension under Participation Rule 9.2 for Suspension Events (a)(i) to (v) in any Jurisdiction, unless that principal, Officer or Subscriber Administrator did not materially contribute to the Suspension Event; or

(iii) termination under Participation Rule 9.3 for Termination Events (a)(i) to (v) and (b) in any Jurisdiction, unless that principal, Officer or Subscriber Administrator did not materially contribute to the Termination Event.

3.2. Where the Subscriber is:

(a) an ADI; or

(b) an Australian Legal Practitioner or a Law Practice; or

(c) a Licensed Conveyancer; or

(d) the Crown in right of the Commonwealth, a State or a Territory; or

(e) a Public Servant acting on behalf of the Crown in right of the Commonwealth, a State or a Territory; or

(f) a holder of an Australian Credit Licence; or

(g) a Local Government Organisation; or

(h) a Statutory Body,

the Subscriber is deemed to comply with clause 3.1.(a) of this Schedule.

3.3. Where the Subscriber's principal or Officer is:

(a) an Officer or employee of an ADI; or

(b) an Australian Legal Practitioner; or

(c) a Licensed Conveyancer; or

(d) a Public Servant acting on behalf of the Crown in right of the Commonwealth, a State or a Territory; or

(e) a fit and proper Person for the purpose of performing duties in relation to the credit activities authorised by an Australian Credit Licence; or

(f) a Local Government Officeholder acting on behalf of a Local Government Organisation; or

(g) a Statutory Body Officeholder acting on behalf of a Statutory Body,

the Subscriber is deemed to comply with clauses 3.1.(b) and 3.1.(c) of this Schedule for that principal, or Officer.

3.4. Notwithstanding clause 3.2. of this Schedule, if the Registrar knows or has reasonable grounds to suspect that the Subscriber does not meet the requirements in clause 3.1.(a) of this Schedule, the Registrar can request the Subscriber to provide evidence that the Subscriber is not or has not been subject to any of the matters listed in clause 3.1.(a) of this Schedule.

3.5. Notwithstanding clause 3.3. of this Schedule, if the Registrar knows or has reasonable grounds to suspect that the Subscriber's principal, or Officer does not meet the requirements in clause 3.1.(b) or 3.1.(c) of this Schedule, the Registrar can request the Subscriber to provide evidence that the Subscriber's principal, or Officer is not or has not been subject to any of the matters listed in clauses 3.1.(b) or 3.1.(c) of this Schedule.

4. Insurance

The Subscriber must comply with the Insurance Rules contained in Schedule 6 of the Participation Rules.

Schedule 6 – Certification Rules

1.1. The Certifier has taken reasonable steps to verify the identity of the [transferor/ transferee/ mortgagor/ mortgagee/ caveator/ applicant/ covenantor/ covenantee/ encumbrancer/ encumbrancee/ grantor/ grantee/ lienor/ lessor/ lessee/ receiving party/ relinquishing party] or his, her or its administrator or attorney.

1.2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

1.3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

1.4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

1.5. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents:

(a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and

(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.